

Section 8.07. System Service to the Sellers; Payments to the Sellers.

Notwithstanding anything in this Agreement or under any applicable Law to the contrary, including without limitation, Indiana Code 8-1-11.1, after the Closing, (a) Sellers and their Affiliates shall purchase or receive services of the System in the same manner and at the same cost as Sellers and their Affiliates received such services prior to the Closing and (b) except as otherwise provided in this Agreement, Purchaser shall be required to make payments to the Sellers and their Affiliates for System-related fees, licenses, permits, assessments and other similar charges, only to the extent that the Sellers and their Affiliates have received such payments due to the operation of the System prior to the Closing.

Section 8.08. Public Charitable Trust Status. The Parties agree that Purchaser will hold and operate the System for the exclusive and perpetual benefit of the inhabitants of the City in furtherance of a public charitable trust the purposes of which are: (a) to provide reasonable water services at reasonable cost, with such reasonableness, in each case, to be determined by the IURC, to the inhabitants of the City, as beneficiaries of the trust, in substantially the same manner as the public charitable trust providing gas, steam and chilled water services currently held and operated by Citizens Energy Group and (b) to protect the City and its inhabitants against further sale or disposition of the System or Acquired Assets, and forever from private ownership, control or partisan political governance; and further coordinate with other utility properties that may be held, owned and/or operated by the Citizens Board or its Affiliates for the achievement of synergies. The System shall be operated in the same manner as the existing public charitable trust and any financial benefits shall be retained or utilized exclusively for the beneficiaries of the trust. Except for the operation, maintenance or improvement of the System or to satisfy Purchaser's obligations hereunder to the Sellers, Purchaser shall not seek rates and charges pursuant to Indiana Code 8-1.5-3-8(e) or any successor thereto. For the avoidance of doubt, the Parties agree that the System shall be subject at all times to the provisions of Indiana Code 8-1-11.1 and all other Indiana Code sections, including but not limited to:

- (i) Indiana Code 8-1-11.1-14, requiring that Purchaser provide a quarterly accounting and reporting to the City controller;
- (ii) Indiana Code 8-1-11.1-16, requiring that Purchaser furnish an annual budget to the City's controller;
- (iii) Indiana Code 8-1-11.1-17, providing that Purchaser and the System shall be subject to examination, audit and supervision by the state board of accounts to the same extent as the books, accounts, records and transactions of other municipal governments or officers or departments of municipal governments are subject thereto;
- (iv) Indiana Code 5-11-13-1, requiring Purchaser to file an annual report with the state board of accounts identifying all of the System's employees and listing their compensation; and
- (v) Indiana Code 5-14-1.5, Indiana's Open Door Law and Indiana Code 5-14-3, Indiana's Access to Public Records Act.